

CITY OF HARTFORD
TAX COLLECTOR
TAX DEED SALE
Saturday, June 28, 2014
Bidder Information Package and Rules of Sale

SALE LOCATION:	Bulkeley High School Auditorium 300 Wethersfield Ave Hartford, Connecticut 06114
SALE DATE:	Saturday, June 28, 2014 Bidder Registration Start Time: 8:00 AM Bidder Registration Closing Time: 9:45 AM Sale Commencement: 10:00 AM Anyone not registered by 9:45 AM will not be registered and will be unable to bid at the Sale.

The following rules ("Rules") will be applicable to the Sale by auction of those certain parcels of real estate to be sold by the City of Hartford, Connecticut (the "City of Hartford") on June 28, 2014 to collect delinquent taxes as provided by Connecticut General Statutes Section 12-157 (the "Sale"). For purposes of this Bidder Information Package and Rules of Sale the term, "City of Hartford" shall include all duly authorized officers and agents of the City of Hartford as the context requires. Rights of purchasers are subject to the limitations, including rights of redemption of the taxpayer and others, as provided in the General Statutes. In the event any property is not redeemed within the time provided by law, any lien for taxes coming due after the date of the Sale will continue to have priority over the rights of the tax sale purchaser and the tax sale purchaser may have personal liability for some or all of such taxes. Prospective bidders are urged to consult with their legal counsel concerning these and other legal implications of purchasing real estate at a tax deed sale.

1. RIGHT TO WITHDRAW PROPERTIES. Properties described in legal notices published in advance of the Sale are subject to being withdrawn at any time upon full redemption or for any reason at the discretion of the City of Hartford Tax Collector ("Collector") at any time before a bid is made that is greater than the amount of taxes and other charges due on the day of the sale or a bid in a lesser amount is accepted.

2. BIDDER REGISTRATION. Persons wishing to bid on any property offered for sale must register **by 9:45 AM** prior to the start of the Sale (10:00 AM) on the form provided by the Collector on the morning of the Sale. Such form requires the bidder to provide his or her full name, social security or federal identification number, mailing address, telephone number, and such other information as the Collector has deemed to be in the interest of the efficient

administration of his duties. Bidders will have been assigned bidder numbers upon their registration prior to the start of the Sale. **A \$4,000.00 deposit in cash, bank treasurer's, cashier's, teller's or certified check by a recognized bank or postal money order made payable to: Tax Collector, City of Hartford will be required for EACH PROPERTY a bidder intends to bid upon ("Deposit").**

3. PAYMENT IN FULL. Following the Sale, successful bidders will be required to make **payment in full of the remaining amount due on the bid price for each property purchased no later than 3:00 p.m. on Monday, July 7, 2014 or they shall forfeit their deposit and the right to purchase the property. This payment must be made by cash, bank treasurer's, cashier's, teller's or certified check by a recognized bank or postal money order made payable to Tax Collector, City of Hartford.**

4. NO SALE TO TAX DELINQUENTS. The tax status of all successful bidders will be checked by the Collector for outstanding real property, personal property or motor vehicle tax delinquency to the City of Hartford. The Collector reserves the right to forfeit any bid if any such delinquency of the successful bidder is not cured by **3:00 p.m. on Monday, July 7, 2014**. The successful bidder shall then be unable to complete the purchase of the property won at the Sale and shall forfeit any deposit tendered towards such purchase. Such deposit shall be applied to the successful bidder's outstanding delinquency first to motor vehicle, then to personal property and finally to real property taxes. Any bidder will be considered a tax delinquent if there is any tax outstanding or past due to the City of Hartford that is owed: (a) in the name of the bidder; (b) by an affiliate of the bidder; (c) by an entity in which the bidder was or is an officer, member, employee, director or owner; or (d) by an entity whose officers, members, employees, directors or owners are officers, members, employees, directors or owners in an entity which is a tax delinquent. The Collector reserves the right to pierce any business entity veil in the determination of tax delinquent status and all decisions of the Collector with regard to the provisions of this section are final and absolute.

5. PAYMENT STANDARDS. The following are acceptable forms of payment for any bid deposit or payment of sale price for any property purchased at the Sale: legal tender of the United States, bank treasurer's, cashier's, teller's or certified check from a recognized bank or postal money order. In the event there is a question whether the paying and/or certifying bank on any check is a recognized bank for purposes of the Sale, the Collector shall take into account such evidence as is immediately available to him or her concerning such institution, such as membership in the Federal Reserve System, insurance by the Federal Deposit Insurance

Corporation and general reputation for credit worthiness. All instruments shall be made payable or endorsed by the payee to the order of *Tax Collector, City of Hartford*. The Collector reserves the right to require proof that the person negotiating any check is the payer of such check (in the case of certified checks) or the holder in due course of such check (in the case of treasurer's or cashier's checks). Notwithstanding the foregoing, all determinations concerning the acceptance of payment in any form for any purpose related to the Sale which is not legal tender shall be within the Collector's sole discretion, and his decision shall be final. Bidders shall complete any reports or returns required by the United States Department of Treasury in connection with the tender of payment in currency or any form deemed to be the equivalent of currency.

6. TAX COLLECTION RIGHTS RESERVATIONS. The Collector reserves the right to: (a) reject any and all bids on any property to be sold; (b) withdraw any and all properties from sale for any reason as he or she may see fit; (c) sell the City of Hartford any property offered for sale for the amount of taxes, interest and charges thereon if no higher bid is received; (d) amend the auction rules and impose additional rules on the auction to assure efficient administration; and/or, (e) adjourn the sale of one or more properties until a later date at a time and place to be announced at the auction or as provided by statute. All announcements made by the Collector at the Sale location will supersede any prior oral or written statements.

7. NO REPRESENTATIONS. NO WARRANTIES NOT REQUIRED BY LAW. Neither the Collector nor the City of Hartford makes any representation or warranty concerning any property offered for sale. In particular, but not exclusively, no representation or warranty is made with respect to any property offered for sale as to title, environmental matters, value, or compliance with any laws, codes, ordinances or regulation. The risk of loss to any property offered for sale as the result of fire or other casualty shall be borne by the winning bidder and/or persons entitled to redeem, in accordance with their respective interests, and not by the Collector or the City of Hartford. While CGS 12-157(g) states that the winning bidder has an insurable interest in the improvements against risk of loss, the City does not guarantee coverage. The making available of information concerning the persons and firms who have abstracted titles to the properties to be sold for purposes of statutory notice shall not constitute a representation or warranty as to the qualifications of such persons or firms or of the accuracy and completeness of the work performed by them. No agreement to offer to the public any policy of title insurance or certificate of opinion of title to any property shall be implied by any person or firm's performance of such services for the Collector or the City of Hartford or the provision of information concerning such services by the Collector or any official or employee of the City of Hartford. Any of such persons or firms shall, however, be free to provide, where appropriate and for

consideration, such related services, policies of title insurance, certificates or opinions of title as they choose to provide to members of the interested public consistent with applicable provisions of law. The information concerning parties receiving notice of the Sale shall be available upon request.

BIDDER HAS NOT RELIED UPON AND WILL NOT RELY UPON ANY REPRESENTATION OR WARRANTY OF THE CITY OF HARTFORD, THE COLLECTOR OR ITS AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. BIDDER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BIDDER FOR REAL ESTATE AT AUCTION AND IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BIDDER'S CONSULTANTS IN BIDDING FOR ANY PROPERTY BEING SOLD. BIDDER HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE INDIVIDUAL PROPERTIES AND TITLE THERETO AS BIDDER DEEMS NECESSARY. BIDDER ACKNOWLEDGES AND AGREES THAT THE COLLECTOR SHALL CONVEY TITLE TO THE SUCCESSFUL BIDDER BY COLLECTOR'S DEED SUBJECT TO RIGHTS OF REDEMPTION AND ANY ENCUMBRANCES NOT AFFECTED BY THE TAX DEED SALE "AS IS, WHERE IS," WITH ALL FAULTS WITHOUT RECOURSE TO THE COLLECTOR. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS BY THE CITY OF HARTFORD, THE COLLECTOR OR ANY OF ITS AGENTS REGARDING ANY PROPERTY OR THE TAX DEED AUCTION. THE TERMS AND CONDITIONS OF THESE ACKNOWLEDGEMENTS SHALL EXPRESSLY SURVIVE THE SALE AND ANY CLOSING OR OTHER PROCEEDING RELATING TO PROPERTY SOLD OR OFFERED AT THE SALE, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED BY REFERENCE INTO THE DEED TO ANY PROPERTY SOLD AT THE SALE. NEITHER THE CITY OF HARTFORD NOR THE COLLECTOR IS LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS OR INFORMATION PERTAINING TO ANY PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER ACKNOWLEDGES THAT HIS/HER/ITS BID REFLECTS THE "AS IS, WHERE IS" NATURE OF THE SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH ANY PROPERTY SOLD OR OFFERED AT THE SALE. PURCHASER HAS FULLY REVIEWED WITH ITS COUNSEL THESE DISCLAIMERS AND THE LAW GOVERNING TAX DEED AUCTIONS AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

8. PARTIES IN INTEREST – LEGAL ADVICE. Parties already claiming an interest in a property to be sold should seek legal advice concerning the effect of a successful bid for such property.

9. AUCTION PROCEDURES. The Auctioneer conducting the auction shall, in the case of each sale, identify the property to be sold and announce the amount of taxes, interest and other

charges sought to be collected. The Auctioneer shall then open bidding. If there is a bid he shall seek higher bids in such increments as he shall determine in his sole discretion, until there is only one remaining bidder. When there is only one bidder or when the amount of the highest bid is less than the amount of taxes, interest and other charges sought to be collected, the Auctioneer may, at his discretion, declare such bid to be the winning bid. If there are no bids on a property when first offered the Auctioneer may re-offer said property at the conclusion of the auction.

10. FAILURE OF SUCCESSFUL BIDDER. If the individual or company determined to be the successful bidder for any property does not tender any balance due on the outstanding bid price of such property by the deadline of **3:00 p.m. on Monday, July 7, 2014** such failure will constitute a default of their purchase. In the event of such a default, the Collector and the City of Hartford reserve the right to then contact the individual or company whose bid was the next highest amount bid on said property. The next highest bidder, if any, may, by agreement with the City of Hartford, tender the amount represented by the next highest bid to the Collector by any method deemed acceptable by Section 5 hereto, no later than **3:00 p.m. on Monday, July 14, 2014**, and, in doing so, assume all rights and privileges of the defaulted bidder. If the next highest bidder is unable or unwilling to tender the amount represented by the next highest bid at this time the Collector and the City of Hartford reserve the right to contact the third highest bidder whose bid was the next highest bid amount on said property or any other successively next highest bidder on the subject property for the purpose of sale at such bidder's highest bid price.

11. NO ASSIGNMENT OF BIDS. The City will not consider any requests for assignment of a winning bid. Any purchaser after the expiration of the redemption period may transfer title by deed.

12. NO CONTRACT. Nothing contained in these rules shall be construed to create any contract between the Collector or the City of Hartford and any other person.

13. SALE SUBJECT TO ADDITIONAL TAXES. **The aforesaid properties are sold to collect the taxes on the list of October 1, 2012 and all previous years not previously assigned by the City of Hartford.** If title passes to the successful bidder they will be responsible for payment in full (including interest) to satisfy the total amount due of all unpaid taxes, fees and costs accruing after the date of sale.

14. SALE SUBJECT TO: The Sale shall be subject to easements, covenants and restrictions of record.

15. WAIVER OF RIGHTS. Neither the Collector nor the City of Hartford makes any warranty or representation as to any interest in the aforesaid premises created, or exempted from levy and sale, or rights of the United States of America to redeem, under laws of the United States, and, by acceptance of this deed, the said winning bidder and grantee agrees that it shall have no claim or cause of action against the Collector or the City of Hartford by reason of any such interest or rights.

16. DECISIONS OF COLLECTOR AND AUCTIONEER ARE FINAL. All decisions of the Collector and of the Auctioneer conducting the Sale are final as to the sale order, the methods of bidding, designation of a winning bidder, disputes among bidders, increments of bidding, and any other matters that may arise before, during or after the Sale.